

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

UNITED STATES OF AMERICA,)	
)	
<i>Plaintiffs,</i>)	
)	
-vs-)	Case No. CIV-18-589-D
)	
DARCIE E'LANE HENDREN)	
a/k/a DARCIE HENDREN; <i>et al.</i> ,)	
)	
<i>Defendants.</i>)	

JUDGMENT

This matter came before the Court for consideration on Envoy Mortgage, Ltd., (“Envoy Mortgage”), successor in interest to Defendant, Exchange Bank & Trust Company, and Defendant, Mortgage Electronic Registration Systems, Inc.’s (“Envoy”) Motion for Default Judgment [Doc. No. 46]. The Clerk’s Entry of Default [Doc. No. 47] was filed on October 17, 2019. After examining the pleadings, the Court finds:

1. Envoy’s Motion for Default Judgment was properly served and filed more than twenty-one (21) days prior to this date and that proper, due and sufficient notice was afforded to the parties with respect thereto.

2. Defendant, Darcie Hendren a/k/a Darcie E’laine Hendren a/k/a Darcie E’Lane Hendren, was served with Envoy’s Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] and is in default.

3. Defendant, Ty Darrell Hendren a/k/a Ty Hendren, was served with Envoy’s Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] and is in default.

4. Defendant, Velocity Investments, LLC, was served with Envoy’s Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] and is in default.

5. Defendant, Account Management Resources, LLC, was served with Envoy's Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] and filed an Answer herein October 1, 2018 [Doc. No. 31].

6. Plaintiff, United States of America *ex rel.* Department of Agriculture Farm Service Agency, was served with Envoy's Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] and filed an Answer herein August 20, 2018 [Doc. No. 17].

7. Defendant, John Doe, as Occupant of the Premises, was not served with Envoy's Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] and is hereby dismissed as an unnecessary party because the subject property is owner-occupied according to the respective return of service.

8. Defendant, Jane Doe, as Occupant of the Premises, was not served with Envoy's Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] and is hereby dismissed as an unnecessary party because the subject property is owner-occupied according to the respective return of service.

9. No Defendant has advised this Court of any bankruptcy proceeding. Further, that after diligent search, no bankruptcy affects this proceeding.

10. The Court is satisfied by the Military Affidavit presented and all other evidence presented by Envoy that Defendant, Ty Darrell Hendren a/k/a Ty Hendren, is not presently engaged in the military service of the United States, as provided by the Servicemembers Civil Relief Act of 2003, as determined by a search of the DOD Military Status website ("DMDC"), in combination with the name(s) and Social Security number on file. Envoy is unable to search the DMDC on Defendant, Darcie Hendren a/k/a Darcie E'Laine Hendren a/k/a Darcie E'Lane Hendren, as Envoy has no Social Security number on file and counsel has no information suggesting she has active military status.

11. The Court further finds that Plaintiff, United States of America *ex rel.* Department of Agriculture Farm Service Agency, obtained judgment herein [Doc. No. 39] foreclosing that certain Mortgage dated October 31, 2014, filed October 31, 2014, recorded in Book 2221, Page 254, executed by Darcie E'laine Hendren and Ty Darrell Hendren, in

the principal sum of \$225,000.00; but that Plaintiff, United States of America *ex rel.* Department of Agriculture Farm Service Agency's interest in the real estate and premises herein sued upon is subject to the first and prior mortgage and lien of Envoy.

12. The Court further finds that notwithstanding any state law otherwise applicable to this action, no debt to the United States is deemed satisfied without such debt, in fact, being fully paid, and the Court orders that the right to proceed as provided for in 28 U.S.C. § 2410 be preserved to the Plaintiff, United States of America *ex rel.* Department of Agriculture Farm Service Agency.

13. The Court finds that the allegations contained in Envoy's Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16] are true and specifically finds as follows:

14. On October 31, 2014, Ty Hendren a/k/a Ty Darrell Hendren, for good and valuable consideration, made, executed and delivered to Exchange Bank & Trust Co., a promissory note (the "Note"), in writing, promising and agreeing to pay the holder thereof the sum of \$250,000.00, with interest thereon at the rate of 4.250% per annum on the unpaid balance. On or about June 21, 2016, Ty Hendren a/k/a Ty Darrell Hendren and Darcie Hendren a/k/a Darcie E'laine Hendren a/k/a Darcie E'Lane Hendren, for good and valuable consideration, made, executed and delivered a certain loan modification agreement, in writing, promising and agreeing to pay the party entitled to enforce the Note the modified sum of \$266,384.89, with interest thereon at the rate of 4.250% per annum on the unpaid balance. The promissory note and loan modification agreement are collectively referred to hereafter as the "Note."

15. For the purpose of securing the payment of the Note and all of the indebtedness evidenced thereby, Ty Hendren a/k/a Ty Darrell Hendren and Darcie Hendren a/k/a Darcie E'laine Hendren a/k/a Darcie E'Lane Hendren made, executed and delivered to Exchange Bank & Trust Co. a mortgage (the "Mortgage"), encumbering the following real property, to wit:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Four (4), Township Nineteen (19) North, Range Two (2) East of the I.M., Payne County, State of Oklahoma, according to the U.S.-Government Survey thereof, LESS and EXCEPT:

A Tract of land in the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Four (4), Township Nineteen (19) North, Range Two (2) East of the I.M., beginning at the SE/corner of the SE/4 of the SW/4 of said Section 4; thence North a distance of 730.83 feet; thence West a distance of 582.35 feet; thence South a distance of 730.83 feet; thence East a distance of 582.35 feet to the Point of Beginning.

AND

A tract of land in the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Four(4), Township Nineteen (19) North, Range Two (2) East of the I.M., beginning at a point on the East line of said SE/4 of the SW/4 a distance of 730.83 feet North of the Southeast Corner of said SE/4 of the SW/4; thence North along said East line of the SE/4 of the SW/4 a distance of 17.18 feet; thence West 582.35 feet parallel to the South line of said SE/4 of the SW/4; thence South parallel to the East line of said SE/4 of the SW/4 a distance of 17.18 feet; thence East parallel to the South line of said SE/4 of the SW/4 a distance of 582.35 feet to the Point of Beginning.

AND

The East Half (E/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Four (4), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian; Payne County, State of Oklahoma, according to the U.S. Government Survey thereof;

(the “Real Property”).

16. The Mortgage was duly executed by Ty Hendren a/k/a Ty Darrell Hendren and Darcie Hendren a/k/a Darcie E'laine Hendren a/k/a Darcie E'lane Hendren and acknowledged, according to law, is dated October 31, 2014, and was recorded in the office

of the County Clerk of Payne County, State of Oklahoma, on October 31, 2014, at Book 2221, Page 240.

17. The Note is in default in that installments due September 1, 2017, and each and every month thereafter, to and including the date hereof, have not been paid. The Note and Mortgage have been in constant default since September 1, 2017.

18. Defendants, Ty Hendren a/k/a Ty Darrell Hendren and Darcie Hendren a/k/a Darcie E'laine Hendren a/k/a Darcie E'Lane Hendren, are the present record owners of the Real Property.

19. Envoy is entitled to enforce the Note and foreclose its mortgage lien on the Real Property as against all of the parties in and to this cause, and each of them.

20. There is a balance due and owing under the Note and Mortgage as of July 25, 2019, in the amount of \$263,574.14, with interest thereon at a rate of 4.250% per annum, or as adjusted by the Note, from August 1, 2017, until paid; abstract and title expense in the amount of \$810.00; allowable foreclosure fees in the amount of \$735.00; court recording and filing costs in the amount of \$80.00; process service costs in the amount of \$500.00; escrow advances in the amount of \$12,698.13; late charges in the amount of \$173.28; property inspection costs in the amount of \$287.00; a reasonable attorney fee in the amount of \$7,400.00, as provided for in the Note and Mortgage; and for all costs of this action and all necessary funds advanced by Envoy accrued and accruing hereafter through completion of this action and that said amounts are secured by the Mortgage and constitute a first, prior and superior lien upon the Real Property against all of the parties in and to this cause, and each of them, and that any and all right, title or interest which the parties have in and to this cause, or any of them have or claim to have in said Real Property, is subsequent, junior and inferior to the Mortgage and lien of the Envoy, except for any unpaid real property ad valorem taxes and/or special assessments which are superior by law.

21. The Mortgage expressly waives appraisalment or not, at the option of the owner and holder thereof, such option to be exercised at time judgment is rendered herein, and that Envoy has elected to have the Real Property sold with appraisalment.

IT IS THEREFORE ORDERED that Envoy's Motion for Default Judgment is hereby GRANTED.

IT IS FURTHER ORDERED that Envoy is entitled to enforce the Note and foreclose its mortgage lien on the Real Property as against all of the parties in and to this cause, and each of them.

IT IS FURTHER ORDERED by the Court that (1) Darcie Hendren a/k/a Darcie E'laine Hendren a/k/a Darcie E'Lane Hendren; (2) Ty Darrell Hendren a/k/a Ty Hendren; (3) and Velocity Investments, LLC; were served with Envoy's Amended Answer, Counterclaim, Cross-Claim and Third-Party Complaint [Doc. No. 16], in a manner required by law and have failed to answer, otherwise plead or appear herein. The Court approves service as meeting the statutory requirements and said parties are in default and are hereby adjudged to be in default.

IT IS FURTHER ORDERED that Envoy have and recover judgment *in personam* of and from Ty Hendren a/k/a Ty Darrell Hendren in the amount of \$263,574.14, with interest thereon at a rate of 4.250% per annum, or as adjusted by the Note, from August 1, 2017, until paid; abstract and title expense in the amount of \$810.00; allowable foreclosure fees in the amount of \$735.00; court recording and filing costs in the amount of \$80.00; process service costs in the amount of \$500.00; escrow advances in the amount of \$12,698.13; late charges in the amount of \$173.28; property inspection costs in the amount of \$287.00; a reasonable attorney fee in the amount of \$7,400.00, as provided for in the Note and Mortgage; and further judgment *in rem*, of and from all of the parties to this action, and each of them, and for all costs of this action and all necessary funds advanced by Envoy accrued and accruing hereafter through completion of this action, and that said amounts are secured by the Mortgage and constitute a first, prior and superior lien upon the Real Property, and that any and all right, title or interest which the parties have in and to this cause, or any of them have or claim to have in said Real Property, is subsequent, junior and inferior to the Mortgage and lien of the Envoy, except for any unpaid real property ad valorem taxes and/or special assessments which are superior by law.

IT IS FURTHER ORDERED that Plaintiff, United States of America *ex rel.* Department of Agriculture Farm Service Agency, obtained judgment herein [Doc. No. 39] foreclosing that certain Mortgage dated October 31, 2014, filed October 31, 2014, recorded in Book 2221, Page 254, executed by Darcie E'laine Hendren and Ty Darrell Hendren, in the principal sum of \$225,000.00; but that Plaintiff, United States of America *ex rel.* Department of Agriculture Farm Service Agency's interest in the real estate and premises herein sued upon is subject to the first and prior mortgage and lien of the Envoy.

IT IS FURTHER ORDERED that notwithstanding any state law otherwise applicable to this action, no debt to the United States is deemed satisfied without such debt, in fact, being fully paid, and the Court orders that the right to proceed as provided for in 28 U.S.C. § 2410 be preserved to the Plaintiff, United States of America *ex rel.* Department of Agriculture Farm Service Agency.

IT IS FURTHER ORDERED that the Mortgage expressly waives appraisalment or not, at the option of the owner and holder thereof, such option to be exercised at time judgment is rendered herein, and that Envoy has elected to have the property sold with appraisalment.

IT IS FURTHER ORDERED that the Mortgage and lien of Envoy, in the amounts hereinabove found and adjudged, be foreclosed, and a Special Execution and Order of Sale issue out of the office of the United States Marshal in this cause, directed to the United States Marshal to levy upon, advertise and sell, after due and legal appraisalment, the real estate and premises hereinabove described, subject to unpaid real estate *ad valorem* taxes and/or special assessments, if any, and pay the proceeds of said sale to the Registry of this Court, as provided by law, for application as follows:

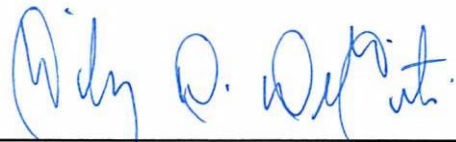
1. To the payment of the costs herein accrued and accruing;
2. To the payment of the judgment and lien of the Envoy in the amounts herein set out and for any advancements by Envoy for taxes, insurance premiums or expenses necessary for the preservation of the Real Property;

3. To the payment of the judgment and lien of Plaintiff, United States of America, on behalf of its agency, Farm Service Agency, in the amounts set out in the Foreclosure Judgment [Doc. No. 39] filed herein February 1, 2019, for any advancements by Plaintiff, United States of America, on behalf of its agency, Farm Service Agency, for taxes, insurance premiums or expenses necessary for the preservation of the Real Property; and
4. The balance, if any, to be paid to the Registry of this Court, to await further Order of this Court.

Said Order reserving the right of Envoy to recall said execution by oral announcement and/or further order of the Court prior to the sale.

IT IS FURTHER ORDERED that upon confirmation of said sale, the parties herein, and each of them, and all persons claiming by, through or under them since the commencement of this action, be forever barred, foreclosed and enjoined from asserting or claiming any right, title, interest, estate, lien, or equity of redemption in and to said real estate and premises or any part thereof, except as otherwise set forth hereinabove, and except as to unpaid real estate *ad valorem* taxes and/or special assessments, if any, which are superior by law.

IT IS SO ORDERED this 18th day of October, 2019.



TIMOTHY D. DeGIUSTI
Chief United States District Judge

APPROVED BY:

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